

Jeffery W. Grass, SBN: 112251
Evelin Duenas, SBN: 337027
DAVIS, GRASS, GOLDSTEIN & FINLAY
901 Via Piemonte, Suite 350
Ontario, CA 91764
T: (909) 476-2662
F: (909) 476-2335
jeff@davis-grass.com
evelin@davis-grass.com

Attorneys for Defendant, Costco Wholesale Corporation

**DISTRICT COURT OF THE UNITED STATES
FOR THE STATE OF CALIFORNIA
CENTRAL DISTRICT, WESTERN DIVISION**

PATRICIA VARGAS

Plaintiff,

v.

COSTCO WHOLESALE
CORPORATION; and DOES 1
through 50, inclusive.

Defendants.

CASE NO.: 2:24-cv-00842 DSF-RAOx

Assigned for All Purposes to:
Hon. Dale S. Fischer

[LASC Case No.: 23PSCV03702]

STIPULATED PROTECTIVE ORDER

Action Filed: November 29, 2023
Trial Date: None.

**TO THE CLERK AND HONORABLE JUDGES OF THE UNITED STATES
DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE THAT: IT IS HEREBY STIPULATED by and
between the Parties in connection with the case *Patricia Vargas v. Costco Wholesale Corporation, et al.*; Case No. 2:24-cv-00842 DSF-RAOx, Plaintiff PATRICIA VARGAS and Defendant COSTCO WHOLESALE CORPORATION (collectively the “PARTIES”), by and through their respective counsel of record, that in order to facilitate

1 the exchange of information and documents which may be subject to confidentiality
2 limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties
3 stipulate as follows:

4 **1. A. PURPOSES AND LIMITATIONS**

5 Discovery in this action is likely to involve production of confidential proprietary,
6 or private information for which special protection from public disclosure and from use
7 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
8 parties hereby stipulate to and petition the Court to enter the following Stipulated
9 Protective Order. The parties acknowledge that this Order does not confer blanket
10 protections on all disclosures or responses to discovery and that the protection it affords
11 from public disclosure and use extends only to the limited information or items that are
12 entitled to confidential treatment under the applicable legal principles. The parties further
13 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
14 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
15 sets forth the procedures that must be followed and the standards that will be applied
16 when a party seeks permission from the court to file material under seal.

17 **B. GOOD CAUSE STATEMENT**

18 This action is likely to involve trade secrets, customer/member private
19 information, and other valuable research, development, commercial, financial,
20 technical and/or proprietary information for which special protection from public
21 disclosure and from use for any purpose other than prosecution of this action is
22 warranted. Such confidential and proprietary materials and information consist
23 of, among other things, confidential business or financial information,
24 information regarding confidential business practices, or other confidential research,
25 development, or commercial information (including information implicating privacy
26 rights of third parties), information otherwise generally unavailable to the public, or
27 which may be privileged or otherwise protected from disclosure under state or federal
28 statutes, court rules, case decisions, or common law. Accordingly, to expedite the

1 flow of information, to facilitate the prompt resolution of disputes over confidentiality
2 of discovery materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of such
4 material in preparation for and in the conduct of trial, to address their handling at the
5 end of the litigation, and serve the ends of justice, a protective order for such information
6 is justified in this matter. It is the intent of the parties that information will not be
7 designated as confidential for tactical reasons and that nothing be so designated without
8 a good faith belief that it has been maintained in a confidential, non-public manner, and
9 there is good cause why it should not be part of the public record of this case.

10 **2. DEFINITIONS**

11 2.1 Action: means the above-entitled proceeding *Patricia Vargas v. Costco*
12 *Wholesale Corporation, et al.*; Case No. 2:24-cv-00842 DSF-RAOx.

13 2.2 Challenging Party: a Party or Non Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
18 Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including, among
26 other things, testimony, transcripts, and tangible things), that are produced or generated
27 in disclosures or responses to discovery in this matter.
28

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.0 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 3.1 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 3.2 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 3.3 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 3.4 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 3.5 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

1
2 **3. SCOPE**

3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations
6 of Protected Material; and (3) any testimony, conversations, or presentations by Parties
7 or their Counsel that might reveal Protected Material. Any use of Protected Material at
8 trial shall be governed by the orders of the trial judge. This Order does not govern the
9 use of Protected Material at trial.

10 **4. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
15 or without prejudice; and (2) final judgment herein after the completion and
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
17 including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19
20 **5. DESIGNATING PROTECTED MATERIAL**

21 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
22 Each Party or Non-Party that designates information or items for protection under this
23 Order must take care to limit any such designation to specific material that qualifies
24 under the appropriate standards. The Designating Party must designate for protection
25 only those parts of material, documents, items, or oral or written communications
26 that qualify so that other portions of the material, documents, items, or
27 communications for which protection is not warranted are not swept unjustifiably
28 within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper purpose
3 (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the
18 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page
19 that contains protected material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and before
25 the designation, all of the material made available for inspection shall be deemed
26 "CONFIDENTIAL." After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must determine which
28 documents, or portions thereof, qualify for protection under this Order. Then, before

1 producing the specified documents, the Producing Party must affix the
2 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
3 portion or portions of the material on a page qualifies for protection, the Producing
4 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins).

6 (b) for testimony given in depositions that the Designating Party identify the
7 Disclosure or Discovery Material on the record, before the close of the
8 deposition all protected testimony.

9 (c) for information produced in some form other than documentary and for
10 any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the container or containers in which the information is stored the legend
12 “CONFIDENTIAL.” If only a portion or portions of the information warrants
13 protection, the Producing Party, to the extent practicable, shall identify the protected
14 portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive the
17 Designating Party’s right to secure protection under this Order for such material. Upon
18 timely correction of a designation, the Receiving Party must make reasonable efforts to
19 assure that the material is treated in accordance with the provisions of this Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
2 withdrawn the confidentiality designation, all parties shall continue to afford the
3 material in question the level of protection to which entitled under the Producing
4 Party's designation until the Court rules on challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this Action
8 only for prosecuting, defending, or attempting to settle this Action. Such Protected
9 Material may be disclosed only to the categories of persons and under the conditions
10 described in this Order. When the Action has been terminated, a Receiving Party
11 must comply with the provisions of section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.**
16 Unless otherwise ordered by the court or permitted in writing by the Designating Party,
17 a Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to
21 disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of the
23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
7 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
8 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be
9 permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may be
13 separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena or
26 order is subject to this Protective Order. Such notification shall include a copy of this
27 Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with the
3 subpoena or court order shall not produce any information designated in this action
4 as “CONFIDENTIAL” before a determination by the court from which the subpoena
5 or order issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that court
7 of its confidential material and nothing in these provisions should be construed as
8 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
9 directive from another court.

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-
13 Party in this Action and designated as “CONFIDENTIAL.” Such information
14 produced by Non-Parties in connection with this litigation is protected by the remedies
15 and relief provided by this Order. Nothing in these provisions should be construed as
16 prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party’s confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party’s
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party
22 that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the
28 Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to

1 the court.

2 **12. MISCELLANEOUS**

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in this
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
12 only be filed under seal pursuant to a court order authorizing the sealing of the
13 specific Protected Material at issue. If a Party's request to file Protected Material
14 under seal is denied by the court, then the Receiving Party may file the information in
15 the public record unless otherwise instructed by the court.

16 **13. FINAL DISPOSITION**

17
18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return all
20 Protected Material to the Producing Party or destroy such material. As used in this
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
24 must submit a written certification to the Producing Party (and, if not the same person
25 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
26 category, where appropriate) all the Protected Material that was returned or destroyed
27 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
28 compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
2 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
3 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
4 work product, and consultant and expert work product, even if such materials contain
5 Protected Material. Any such archival copies that contain or constitute Protected
6 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).
7 14. Any violation of this Order may be punished by any and all appropriate measures
8 including, without limitation, contempt proceedings and/or monetary sanctions.

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10
11 Dated: October 17, 2024

DAVIS, GRASS, GOLDSTEIN & FINLAY

12
13 By: _____

Jeffery W. Grass, Esq.
Evelin Duenas, Esq.
Attorneys for Defendant,
Costco Wholesale Corporation

14
15
16
17 Dated: October 18, 2024

DORDULIAN LAW GROUP

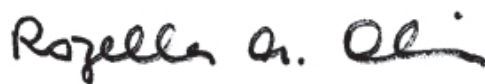
18
19 By: /s/ Nina Minassian

Nina Minassian, Esq.
Attorneys for Plaintiff,
Patricia Vargas

20
21
22 **ORDER**

23
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26 Dated: 10/30/2024



Hon. Rozella A. Oliver
United States Magistrate Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2024, I electronically filed the foregoing **ANSWER TO COMPLAINT BY DEFENDANT, COSTCO WHOLESALE CORPORATION** with the Clerk of the Court for the United States District Court, Central District of California by using the Central District CM/ECF system.

Participants in the case who are registered CM/ECF users will be served by the USDC-Central District of California CM/ECF system.

Dated: April 15, 2024

/s/ Jeffery W. Grass, Esq.
Jeffery W. Grass, Esq.